

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
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William L. Wrenn
Commissioner

Bob Mullen
Director

RFP Title – Statewide Academy Case Management Program

RFP Number – NHD0C 07-08-GFDFS

Date Issued : March 12, 2007

Closing Date : April 9, 2007.

FOR THE PERIOD BEGINNING JULY 1, 2007, OR, THE FIRST DAY OF THE MONTH
AFTER GOVERNOR AND EXECUTIVE COUNCIL APPROVAL, WHICHEVER IS LATER,
THROUGH JUNE 30, 2009.

Request for Proposals Terms and Conditions

I. Purpose of the Request for Proposals

It is the mission of the New Hampshire Department of Corrections: To enhance public safety for the citizens of the State of New Hampshire; to provide effective custody and control, correctional treatment, and rehabilitation of offenders throughout the correctional system including probation, incarceration, and parole; to provide a safe and rewarding work environment for all employees including the opportunity for personal and professional growth and development.

Contractor Eligibility: The Mission of the NH Department of Corrections is supported through contracts with non-profit corporations; public corporations: public agencies (agencies or departments of municipal, county or state government); or by private proprietorships, partnerships, or corporations; or a consortium of public, non-profit, and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals (RFP) process. All of the before mentioned organization are eligible to compete for the contract(s) awarded as a result of this RFP.

Attached is a Request for Proposals (RFP), number NHD0C 07-08-GFDFS, and contract format for the Statewide Academy Case Management Program. The awarded contract(s) will be effective for a period beginning the first day of the month after approval by the Governor and Executive Council of the State of New Hampshire and contains an option to renew for a period up to an additional two (2) years only after the approval of the Commissioner of the Department of Corrections and the Governor and Executive Council of the State of New Hampshire.

The purpose of this RFP is to solicit proposals for the Academy Program for the time period of July 1, 2007 to June 30, 2009. Copies of the RFP and accompanying forms can be downloaded from our website at: <http://www.nh.gov/nhd0c/business/rfp.html>. Forms on the website cannot be used for data entry, but may be printed and information manually entered.

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II. Background Information

The NH Department of Corrections is committed to providing alternatives to incarceration, while maintaining public safety. This goal has led to the creation of an alternative sentencing program known as the Academy Case Management Program. The program will be available for use as a sentencing option by the NH Superior Court or by order of the NH Adult Parole Board.

The Academy Case Management Program provides for identification, assessment, treatment, referral to treatment, case management and monitoring of offenders, with immediate and measured sanctions for non-compliance. The program provides additional options for the court and parole board by expanding prosecutorial, defendant and judicial resources. The program is primarily based on elements of the “drug court” model, but is not limited to serving only those convicted of drug related offenses.

The Academy Program concept provides alternatives to incarceration for offenders convicted of non-violent crimes who are in need of cognitive thinking programs, substance abuse assessment and/or treatment, employment readiness assistance or other life skills programs.

1. The Academy Program will be available to all Superior Courts in New Hampshire.
2. The program will serve any criminal defendant convicted of a felony offense in the Superior Court who resides in New Hampshire. Misdemeanor offenses are not eligible for the program. Offenders should be assessed with the LSI-R and ASI prior to entering the program, and the court will be presented with assessment information and an individualized self improvement plan (ISIP) prior to sentencing.
3. Sexual offenders and those convicted of a crime of violence are not recommended for the program, but may be considered on a case by case basis. Sexual offenders are defined as those offenders described in RSA 651-C:1 (attachment A). Sex offenders who enter into the academy must attend sex offender specific assessment /counseling, as indicated, in addition to academy programs. Violent offenders are defined as those offenders listed in RSA 651-C:1 (attachment A). Individuals with psychiatric disorders may be accepted if their disorder does not prevent their participation in the program.
4. The Academy program will be available to parolees at risk of revocation or as a sanction determined by the New Hampshire Adult Parole Board.

The following Academy Program goals will be accomplished through comprehensive case management addressing the identified risk factors of the participant;

- (1) To reduce the state prison population while maintaining public safety through efficient application of New Hampshire Department of Corrections (NHDOC) resources;
- (2) To provide treatment, assessments, referrals and case management services to participants;
and
- (3) To promote the rehabilitation of participants through the application of substance abuse, cognitive thinking, employment programming and/or other life skills programs, or through referral.
- (4) The curriculum should provide gender specific programming.

The success of the Academy has encouraged the NHDOC to continue the model on a statewide basis. The center for Public Policy Studies 2004 Locked Up report indicates the program has successfully diverted offenders from prison at roughly one third the cost of incarceration. The NHDOC believes continued early intervention and treatment will divert offenders from prison, increase their viability in the community, save incarceration costs and protect the public.

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| NHDOC 07-08-GFDFS Proposal Format and Instructions |
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The proposal should be prepared providing a straightforward, concise description of the Vendor's ability to meet the requirements of the RFP.

1. Materials to be Submitted

Vendors shall submit three (3) original copies of their proposal and the following executed documents with original signatures in ink, signed by the Corporate Officer duly authorized to execute said documents on behalf of the corporation as listed on the Certificate of Authority.

If your organization is interested in submitting a proposal, please complete and return the following:

- ☐ Proposal Cover Sheet;
- ☐ Exhibit A - Scope of Services;
- ☐ Exhibit A1 - Executive Summary;
- ☐ Exhibit A2 - Agency Capacity;
- ☐ Exhibit A3 - Program Structure and Plan of Operation;
- ☐ Exhibit B - Cost of Services;
- ☐ Exhibit B1 - Personnel Form (this document can be found on the NHDOC website: <http://www.nh.gov/nhdoc/business/rfp.html>.);
- ☐ Exhibit B2 - Program Budget Form (this document can be found on the NHDOC website: <http://www.nh.gov/nhdoc/business/rfp.html>.);
- ☐ Exhibit C - Special Provisions;
- ☐ Attachment 1 - Rules of Conduct for Persons Providing Contracted Services;
- ☐ Attachment 2 - Administrative Rules;
- ☐ Attachment 3 - Confidentiality of Information Agreement;
- ☐ Attachment 4 - Certificate of Authority;
- ☐ Attachment 5 - Alternate W-9 Form;
- ☐ A Certificate of Good Standing from the NH Department of State dated after April 1, 2007, unless your agency is a New Hampshire state or county agency (**Due to the time sensitive nature of this document it may be sent to the NHDOC separately from the Proposal and after the Proposal Due Date if necessary, but an application must be on file with the Office of the Secretary of State for a proposal to be accepted**);
- ☐ Certificate of Insurance Coverage;
- ☐ State Long Form Contract P-37 (fully execute and submit with your proposal).
 - Please fully execute: Items 1.3, 1.4, 1.11, and 1.12, in front of a notary or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2.

2. Vendor Conference

It is **mandatory** that all prospective Vendors attend the Vendor's conference scheduled on March 29, 2007 at 1:00pm at the following location:

NH DEPARTMENT OF CORRECTIONS
MAIN BUILDING, 105 PLEASANT STREET
2 ½ FLOOR CHAPEL
CONCORD, NEW HAMPSHIRE 03301

Proposals will not be accepted from prospective vendors who do not attend the vendor conference.

3. Request for Proposals Inquiries

All inquiries regarding this RFP shall be made in writing, citing the RFP Number, Section and Paragraph, and submitted via mail, fax or email to:

Mail to: Michael McAlister, Acting Director
Division of Field Services
NH Department of Corrections
PO Box 1806
Concord, NH 03302-1806

Fax Number: (603) 271-0414

Email: mmcalister@nhdoc.state.nh.us

Inquiries will no longer be accepted after March 29, 2007 at 2pm. All questions with answers will be posted on the NHDOC web page, <http://www.nh.gov/nhdoc/business/rfp.html>, prior to April 5, 2007.

4. Corporate Background and Instructions

Bids shall demonstrate their capability to carry out the performance requirements of the State of New Hampshire and suitable evidence of financial ability to perform these services. If the Vendor is a not-for-profit social service agency, the Vendor must submit a list of their Board of Directors with addresses and the audited financial statements of the most recent fiscal year.

5. Cost Proposal and Funding

The prices quoted in the Cost Proposal (see Exhibit B-Cost of Services) by the Vendor are to be based on a 24 month schedule and will be adjusted by the NH Department of Corrections to reflect the actual period of the contract, which will be effective on July 1, 2007 or, the first day of the month after Governor and Executive Council approval, whichever is later, and will continue through June 30, 2009.

Proposals must reflect a fixed price for operation of the academy including assessments for all referrals to the program. Proposals must include a maximum number of participants for the fixed price recognizing no additional funds will be provided should the number of sentenced participants exceed the maximum as stated in the Proposal.

Should the academy be operating at less than maximum capacity, NHDOC staff may refer parolees, whose offense is within the limits of the aforementioned academy entrance criteria, for participation in life skills, substance abuse or employment readiness program up to the maximum capacity allowed.

6. Proposal Submission and Bid Closing

Please clearly mark the outside of your envelope "Academy Case Management Program (NHDOC 07-08-GFDFS) – Proposal Closing April 9, 2007 at 2:00pm." Proposals must be received by the Contract/Grant Administrator, PO Box 1806, Concord, NH 03302-1806 or hand delivered to the Contract/Grant Administrator, room 314 of the New Hampshire Hospital Main Building, 105 Pleasant Street, Concord, NH no later than 2:00 p.m., on April 9, 2007 to be considered.

7. Evaluation and Award of Contract

The NHDOC will convene a review panel to conduct an objective review of the proposals in response to this RFP process. The New Hampshire Department of Corrections will award the contract to a Vendor who through their proposal, best demonstrates the ability to fulfill the needs of the New Hampshire Department of Corrections. The Commissioner of DOC will make the final award decision.

8. Evaluation Criteria

Proposals will be evaluated based upon the proven ability of the Vendor to satisfy the requirements of this Request in a cost-effective manner. Specific criteria and weightings are:

- Agency Capacity (including references) (Maximum % = 35)
- Program Structure/Plan of Operation (Maximum % = 40)
- Budget and Justification (Maximum % = 25)

8.1 *Agency Capacity* - This is based on the extent to which the organization demonstrates the experience and capacity necessary to carry out and meet the goals of the program. This includes overall ability to perform the program, availability of qualified personnel, availability of adequate facilities, and adequacy of plans for administration of the program.

8.2 *Program Structure/Plan of Operation* - The extent to which the proposal is programmatically relevant to the overall goals of the program, and the structure/plan of operation and roles of program staff are clearly and concisely described.

8.3 *Budget* - The Vendor will be evaluated based on cost criteria provided by the Vendor in Exhibit B of this contract.

9. Commencement Date

The contract term will be effective on July 1, 2007 or, the first day of the month after Governor and Executive Council approval, whichever is later, and will continue through June 30, 2009.

10. Important Dates and Times

- Mandatory Vendor Conference, March 29, 2007, 1:00 pm.
- Inquiries no longer accepted after March 29, 2007.
- Responses to inquiries posted at: <http://www.nh.gov/nhdoc/business/rfp.html>, April 3, 2007.
- Proposal Submission – April 9, 2007. No later than 2pm.

11. Program Locations

This Academy Case Management Program may be implemented in each of the Counties in the State of New Hampshire for a more specific list of areas where the NH Department of Corrections is interested in funding an Academy Case Management Program contact Michael McAlister at:

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| Mail to: Michael McAlister, Acting Director Division of Field Services NH Department of Corrections PO Box 1806 Concord, NH 03302-1806 | Fax Number: (603) 271-0414 Email: mmcalister@nhdoc.state.nh.us |
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| NHDOC 07-08-GFDFS Proposal Cover Sheet |
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Proposal for: The New Hampshire Department of Corrections' Academy Case Management Program, Rockingham County.

Responding to: RFP: NHDOC 07-08-GFDFS

OFFER: The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the REQUEST FOR PROPOSALS in accordance with the specifications contained herein.

COUNTY OF PROGRAM: _____

TOTAL COST: \$ _____

The signatory of the Vendor below signifies the assent of the Vendor to all of the terms and Conditions of this RFP unless exception is taken, in writing.

VENDOR: _____
Name of Corporation or Respondent

Address: _____

Signature _____ Initials _____ Date _____

| Title |
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Type or Print Name Signed Above

Telephone: _____

E-mail: _____

Fax: _____

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| NHDOC 07-08-GFDFS Exhibit A-Scope of Services |
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A. Vendor Requirements

No fees are to be charged to participants. Successful Vendors must demonstrate their ability to provide, at the Vendor's expense, a statewide or county wide program that includes:

1. Coordination of a program within a county or counties. The length of the program is usually 12 months. The length of the program should be responsive to the offender's needs.
2. Preparation of all reports on participants, which should incorporate pre-entrance and post-completion assessments for every applicant and participant to include:
 - a. Substance abuse evaluations by a LADAC utilizing the ASI (Addiction Severity Index) assessment.
 - b. An LSI:R (LEVEL OF SERVICE INVENTORY,REVISED)assessment
 - c. The completed ASI report will be provided to the Court prior to sentencing with the ISIP.
3. Use of an individualized self-improvement plan that will be provided to the DOC, Court and/or Parole Board prior to the sentencing or violation hearing.
4. Attendance at all court/parole board hearings including initial sentencing and subsequent hearings.
5. Provide a program to all participants, which should include, at a minimum, the following components:
 - a. Cognitive thinking curriculum for all participants.
 - b. Substance abuse assessment, education, and/or outpatient treatment. Referral can be made for more extensive treatment as applicable during the course of program participation.
 - c. Pre-employment and employment readiness classes and employment assistance, as applicable.
 - d. Other life skills components as applicable.

The curriculum should be proven through research to reduce recidivism, directed at addressing risk /need factors, and must be specified in the bid.
6. Complete case management to include monitoring compliance of the ISIP, interventions, and appropriate redesign of the ISIP when necessary.
7. Monthly statistical reports to the NHDOC, in electronic format (MS Access 98 format -to be provided by NHDOC), that reflect data collection and analysis regarding enrollment, gender, dependents, completion rates, urine tests completed, pre-entrance and post completion ASI and LSI assessment scores, percentage of change, or other applicable data (see attachment B). Data fields and reporting requirements are subject to change, as determined by the NHDOC. Monthly reports must be forwarded to the local Chief Probation/Parole Officer via email, along with the monthly invoice.

8. Participation in NHDOC sponsored training and /or meetings.
9. Hold quarterly meetings with the relevant court and NHDOC staff or other stakeholders to enhance efficient operation and maximum utilization of the program. Descriptions of relevant meetings or information will be included in the monthly statistical report.
10. Maintain ongoing case communication and/or documentation to the NHDOC and/or all involved agencies.
- 11 Use of NHDOC supplied forms for documentation purposes, when applicable.
12. Random twice weekly drug tests for all offenders with any history of substance abuse or as an element of an instant offense using NHDOC supplied materials. Samples must be obtained and stored in a way that maintains the integrity of the sample and chain of custody. Frequency can be reduced after 6 months of successful testing and compliance. (Transport urine samples to a specified NH DOC site and abide by all training and collection requirements as outlined in the attached Policy and Procedure Directive 1.12).
13. Coordinate and verify community service contribution of program participants prior to graduation from the program.

B. Case Records

All the records that are created and maintained by the provider shall be the property of the NH Department of Corrections. All inactive records will be sent to the local District Office within 30 days of the case closure.

C. Geographic Locations

Services must be provided in each county, at times and places reasonably accessible to offenders as outlined in your proposal and approved by NHDOC.

D. Oversight

Oversight of the Academy program will be the responsibility of the Division of Field Services of the NHDOC.

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| NHDOC 07-08-GFDFS Exhibit A1-Executive Summary |
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NAME OF VENDOR:

Type or Print

(use and attach extra paper if necessary)

Provide a brief overview of your Agency and current services being provided, especially as they relate to Services for which you are bidding. Include your agency's mission statement, structure and activities.

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| NHDOC 07-08-GFDFS Exhibit A2-Agency Capacity |
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NAME OF VENDOR:

Type or Print

(use and attach extra paper if necessary)

Following the order of the proposal checklist and specifications contained in this RFP, provide a response detailing the agency's experience and capacity to meet the goals and priorities of the NHDOC Academy Case Management Program as proposed in this RFP. Include current services similar to those being sought. Identify the populations your agency's services are currently targeted to, as well as, how your agency will blend with the offender client population.

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| <p>NHDOC 07-08-GFDFS Exhibit A3-Program Structure and Plan of Operation</p> |
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NAME OF VENDOR

Type or Print

(use and attach extra paper if necessary)

Following the order of the proposal checklist and specifications contained in this RFP, provide a response describing completely and concisely the agency's plan for service provisions. Demonstrate how the Scope of Services will address specific NHDOC Academy Case Management priorities, goals, and objectives. Also, identify how statistical data will be kept and detail a plan for monitoring and evaluating progress toward performance measures and plans to ensure quality services.

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| NHDOC 07-08-GFDFS Exhibit B-Purchase of Services |
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NAME OF VENDOR

Type or Print

Program Period: The prices quoted in the Cost Proposal by the Vendor are to be based on a 24 month schedule and will be adjusted by the NH Department of Corrections to reflect the actual period of the contract, which will begin on the first day of the month after the date of approval by the Governor and Executive Council of the State of New Hampshire and will end June 30, 2009.

- (1) Subject to the Contractor's compliance with the terms and conditions of the Agreement, the NH Department of Corrections shall reimburse the Contractor on a monthly basis for no greater than 1/24 of the total contracted amount for the entire term of this contract:
- (2) It is understood that in no event shall the total payments made by the NH Department of Corrections under this agreement exceed the sum listed on the –Proposal Cover Sheet, item – TOTAL COST.
- (3) The Contractor will submit monthly invoices and program reports as follows:

Complete and submit a signed monthly invoice containing the following information:

- description of the service (s) provided,
- dates of said service (s),
- cost of the service (s).

Due dates for monthly invoices and monthly program reports will be the 15th of the month following the month in which services are provided.

- (4) Within thirty days of approval of said invoice by the NHDOC, the department shall reimburse the Contractor the amount of the Contractor's approved invoice.
- (5) Requests for Payment and required reports shall be sent to the District Office designated to the county where the service is being provided (see list on the next page):
- (6) The NH Department of Corrections may make adjustments of the payment amount and/or suspension of payments if the following occur: The program or reports are not submitted in accordance with the instructions established by the NHDOC.
- (7) The mailing addresses of the NHDOC Division of Field Services, District Office serving the county where the vendor's program is located and the District NHDOC Program Liaison for vendor will be appointed at a later date by the NHDOC.

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| NHDOC 07-08-GFDFS Personnel Form Instructions |
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INSTRUCTIONS PERSONNEL FORM

The Personnel Form (Program Personnel Costs Budget) provides detail confirming that the program staffing pattern is adequate to generate the program capacity as documented in the Program Budget Form.

Submit resumes of key personnel who have primary responsibility of the delivery of the contracted services. Vendors shall confirm that all key personnel shall be qualified to perform such services by virtue of experience, education and training. Each resume must clearly indicate the qualifications and responsibilities to be assigned to the individuals identified. DOC will review and approve all key staff and may disapprove any individuals. During the life of the contract, except for termination of employment, any proposed changes to key staff must be reported in writing to DOC. Provide job descriptions for key personnel if the position is not currently filled.

As a separate schedule, not for profit social service agencies must provide a list of their Board of Directors with addresses.

Complete a separate Personnel Form for each program as follows:

1. Position Title

- Key Administrative Staff - List position titles of key administrative staff (executive director, etc.) included in the program.
- Direct Care Staff - List position titles of all direct care staff (i.e. case counselor, etc.) included in the program. These titles may be generic.
- Non Key Administrative staff - List position titles of all non key administrative staff (i.e. financial, clerical, etc.) in the program service. These titles may be generic.

2. Total Annual Salary

- Key Administrative Staff - Enter the total annual salary for each position title listed.
- Direct Care Staff - Enter the total annual salary of all generic position titles listed.
- Non Key Administrative staff - Enter the total annual salary of all generic position titles listed.

3. FTE Allocated to Program and DOC

- Key Administrative Staff - For each position title listed, enter the Program full-time equivalent. The full time equivalent is based on the hours worked in this program only, according to the agency standard work week.

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- Direct Care Staff - For each position title listed, enter the program full-time equivalent. The full time equivalent is based on the hours worked in this program only, according to the agency standard work week. Combine all FTE's of the same generic position title on one line.
- Non Key Administrative staff - For each position title listed, enter the Program full-time equivalent. The full time equivalent is based on the hours worked in this program only, according to the agency standard work week. Combine all FTE's of the same generic position title on one line.

4. Salary Allocated to Program and DOC

- Key Administrative Staff – Enter the salary amount of each position title that is allocated to this program and is funded by DOC.
- Direct Care Staff – Enter the salary amount of each position title that is allocated to this program and is funded by DOC.
- Non Key Administrative Staff – Enter the salary amount of each position title that is allocated to this program and is funded by DOC.

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| NHDOC 07-08-GFDFS Exhibit B1-Personnel Form |
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(SEE SEPARATE DOCUMENT ON THE NHDOC WEB PAGE,
<http://www.nh.gov/nhdoc/business/rfp.html>)

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| NHDOC 07-08-GFDFS Program Budget Form Instructions |
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INSTRUCTIONS PROGRAM BUDGET

The Program Budget is designed to reflect the annual State Fiscal Year operating costs and revenues of the total program, not just the portions of the program supported by DOC funding.

Complete a Program Budget for each program as follows:

- 1. COSTS:** For each of the cost categories listed, enter the total costs for the entire program and for the DOC portion of the program for which funding support is being requested.

Salaries & Benefits: If you are completing this form using an electronic version, the Personnel Salaries FTE and salary amount from the Personnel Form will be automatically calculated and entered in the appropriate fields under Personnel Salaries. You will need to enter the Fringe Benefits & Payroll Taxes associated with these personnel salaries. If you are completing the forms manually, you will need to enter both salaries and benefits manually. The FTE and Personnel Salaries should correspond with the figures reported on the Personnel Form

Subcontracts: Costs for program services which are a primary and integral part of the total program but which are furnished to the program, under contract by a separate program of another provider. Attach a separate detail schedule for this cost category including subcontractor name, purpose and dollar amount of each subcontract.

Other: Costs for all other costs not listed above that are directly related to this program. Attach a separate detail schedule by cost category and dollar amount.

Occupancy: Costs associated with occupancy, furnishing and maintenance of program facilities, including all utilities (other than telephone), contracted housekeeping, laundry, contracted grounds keeping, routine repair and maintenance, lease and routine replacement (depreciation and finance charges only) of program furnishings and equipment, property and general liability insurance, real estate taxes or payments in lieu of taxes, and all other such expenses.

Agency Administrative Support: This category is for expenses which cross all agency programs and cannot be directly associated with one program or a combination of programs. It includes all expenses reasonably necessary for the policy making, management, and administration of the provider organization as a whole and all other agency activities. It may include office supplies and materials, leasing or routine replacement (depreciation and finance charges only) of office equipment, telephone, costs related to occupancy of administrative premises, advertising and recruitment, postage, printing and reproduction, administrative and support staff training and travel, officer/director/trustee compensation, parent organization costs, legal, auditing, management consultants and other professional fees, working capital interest, directors

and officers insurance, and all other similar or related expenses that are not directly attributed to one or more programs.

- 2. REVENUES:** For each of the revenue categories listed, enter the budgeted revenue for the entire program and for the DOC portion of the program for which funding support is being requested

Federal, State and County Revenues: Enter the amount of federal, state and county revenues you are requesting from each of the applicable listed funding sources.

Other Revenue: Enter the amount of revenue you are requesting from all other funding sources.

In-kind Revenue: Enter the amount of in-kind revenue being contributed to support the entire program. Examples of in-kind revenue could be occupancy and volunteers.

Total Program Revenues: This is the proposed revenues and should be equal to the Total Program Costs.

3. PROGRAM CAPACITY:

Total Program Capacity: Report the operating capacity of the entire program and the DOC portion of the program for which funding support is being requested, i.e. total number of offenders.

- 4. BUDGET NARRATIVE:** Please provide a brief budget narrative

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| NHDOC 07-08-GFDFS Exhibit B2-Program Budget Form |
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(SEE SEPARATE FORM ON THE NHDOC WEB PAGE,
<http://www.nh.gov/nhdoc/business/rfp.html>)

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| NHDOC 07-08-GFDFS Exhibit C-Special Provisions |
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1. This contract may be renewed under the same terms and conditions for an additional period of up to two (2) years upon mutual agreement of both parties and approval by the Governor and Executive Council of the State of New Hampshire.
2. Prior to commencement of this contract, the Contractor shall furnish a Certificate of Insurance Coverage in compliance with Sections 14 Insurance and Bond, as outlined in the State Long Form Contract (P-37).
3. The Department of Corrections reserves the right to not award contracts for every county and to award multiple contracts.
4. Contract awards will be based on historical data and projected number of offenders participating in the program in each county.

N.H. DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the Department are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Name

Signature

Date

Witness Name

Signature

Date

N.H. DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

- (a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- (b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- (c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- (d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- (e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- (f) Any intoxicating beverage.
- (g) Sums of money or negotiable instruments in excess of \$100.00.
- (h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
- (i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- (a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- (b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.

- (c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

| | | |
|-----------------------|--------------------|---------------|
| _____ Name | _____ Signature | _____ Date |
| _____ Witness Name | _____ Signature | _____ Date |

N.H. DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections (NHDOC) that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NHDOC, and file an incident report or statement report with the appropriate NHDOC representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

| | | |
|--------------|-----------|-------|
| _____ | _____ | _____ |
| Name | Signature | Date |
| _____ | _____ | _____ |
| Witness Name | Signature | Date |

CERTIFICATE OF AUTHORITY
(Sole Proprietor)

I, _____, as a Sole Owner of my Business, _____
certify that I am authorized to enter into a contract with the State of New Hampshire, Department
of Corrections on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this
_____ day of _____, 20____.

Sole Owner

STATE OF _____ COUNTY OF _____

On this the _____ day of _____, 20____, before me, _____
_____ the undersigned Officer, personally appeared _____,
who acknowledge her/himself to be the Sole Owner, of _____, a
Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing
instrument for the purposes therein contained, by signing the name of the Business by
her/himself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(OFFICIAL SEAL)

Notary Public / Justice of the Peace

My Commission Expires: _____

CERTIFICATE
(Partnership)

I, _____, a Principle of _____, do hereby certify that:

1. I am a Principle of _____, a partnership (the "Partnership") and Partner-in-Charge of the _____ Office of the Partnership;
2. I maintain and have custody of a copy of the Partnership Agreement of the Partnership and a list of the General Partners and Principles of the Partnership assigned to the _____ Office;
3. I am duly authorized to issue certificates with respect to such Partnership Agreements and such General Partners and Principals;
4. I have attached hereto as Certificate, Attachment 5c, a true, accurate and complete excerpt of the relevant provision of the Partnership Agreement of the Partnership setting forth the authority of a Principal of the Partnership to enter into and sign agreements in the name of and on behalf of the Partnership;
5. _____, is on the date hereof, and since or before _____, 20 ____ has been, a Principal of the Partnership as referred to in Certificate Exhibit A attached hereto;
6. As a Principal of the Partnership she/he is fully authorized on behalf of and in the name of the Partnership to enter into and to take any and all actions to execute, acknowledge and deliver the contract with the State of New Hampshire, acting through the Department of Corrections, Division of Administration, providing for the performance by the Partnership of certain _____ services, and any and all documents, agreements and other instruments (and any amendments, revisions, or modifications thereto) as she/he may deem necessary, desirable or appropriate to accomplish the same;
7. The signature of _____, as Principal of the Partnership affixed to any instrument or document described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal to bind the Partnership thereby;
8. The excerpt of the Partnership Agreement of the Partnership attached as Certificate Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date hereof;

9. The following persons, whose signatures appear below, have been duly appointed or assigned to and now occupy the positions indicated below in the Partnership:

Signature Name and Title

Signature Name and Title

10. IN WITNESS WHEREOF, I have hereunto set my hand as a Principal of the Partnership this _____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, 20____, before me,
_____, the undersigned Officer, personally appeared
_____, who acknowledged her/himself to be the
_____, of _____, a
corporation, and that she/he, as such _____ being authorized to do
so, executed the foregoing instrument for the purposes therein contained, by signing the name of
the corporation by her/himself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(OFFICIAL SEAL)

Notary Public / Justice of the Peace

My Commission Expires: _____

CERTIFICATE OF AUTHORITY
WITH SEAL

I, _____, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of _____.
(the Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on _____.
(date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of _____ services.

RESOLVED: That the _____
(Title of the one who signed the contract)
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of _____.
(today's date)

4. _____ is the duly elected
(Name of one who signed contract)
_____ of the
(Title of one who signed the contract)
Corporation.

(CORPORATE SEAL)

Signature of the Clerk of the Corporation

Alternate W-9 Form Instructions

To establish your company as a vendor for the State of New Hampshire, an “Alternate W-9” form is required. This form is for IRS purposes. The following information may help you in completing this form.

Individuals and sole proprietors must use their social security number in combination with their name, while partnerships and corporations must use their Federal Identification Number in combination with their company name. A Company is not automatically a corporation – be sure of your status before completing this form. In all cases, the information in our files should reflect the same information you use to file your annual federal tax return.

Please return the completed “Alternate W-9” form to:

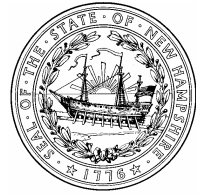
NH Department of Corrections
Attn: Contract/Grant Administrator
PO Box 1806
Concord, NH 03302-1806

The form may be returned with your Proposal: (603) 271-5639.

If you have any questions, please call the Contract/Grant Administrator at: (603) 271-5130.



ALTERNATE W-9 FORM

PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER & CERTIFICATIONPLEASE USE THIS FORM TO PROVIDE THE REQUESTED
INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 31% withholding on each payment made to you. To avoid this 31% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

If a service provider is a part of a GROUP PRACTICE, it is the group name & TIN which is required on this Alternate W-9. If the service provider is a SOLE PROPRIETOR, it is the individual name & TIN which is required on this Alternate W-9.

NAME: _____

ADD'L or D/B/A NAME: _____

BUSINESS ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP: _____

HOME ADDRESS: _____

CITY/TOWN: _____ STATE: _____ ZIP: _____

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return.

SSN _____ - _____ - _____ EIN/FIN _____ - _____ - _____

PRINCIPAL ACTIVITY (select only ONE).

Service Provider

☐ Product/Merchandise Provider☐ Other Provider☐

List principal type of service product or other you provide: _____

DESIGNATION (select ALL which apply to you/your organization).

☐ Individual☐ Government☐ Personal Service Corporation☐ Sole Proprietor☐ Estate or Trust☐ Health Care Provider☐ Partnership☐ Corporation☐ Non-Profit (attach copy of exemption)

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge or belief.

NAME & TITLE (print or type) _____

TELEPHONE #: _____ SIGNATURE: _____ DATE: _____

Promoting Public Safety through Integrity, Respect and Professionalism

On the next document
(Form P-37), add information by
typing in the shaded boxes. Do
Not - execute any other part of the
document.

Subject: Academy Case Management Program, NHDOC 07-08-GFDFS

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions

| | | | |
|---|----------------------------------|---|----------------------------|
| 1.1 State Agency Name NH Department of Corrections | | 1.2 State Agency Address 105 Pleasant St. Concord, NH 03301 | |
| 1.3 Contractor Name | | 1.4 Contractor Address | |
| 1.5 Account No. 010-046- | 1.6 Completion Date 6/30/2009 | 1.7 Audit Date N/A | 1.8 Price Limitation \$ |
| 1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner | | 1.10 State Agency Telephone Number 1-603-271-5603 | |
| 1.11 Contractor Signature | | 1.12 Name & Title of Contractor Signor | |
| 1.13 Acknowledgment: State of _____, County of _____, On _____ (DATE), before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] | | | |
| 1.13.2 Name & Title of Notary Public or Justice of the Peace | | | |
| 1.14 State Agency Signature(s) | | 1.15 Name/Title of State Agency Signor(s) William L. Wrenn, Commissioner | |
| 1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, _____ On: _____ | | | |
| 1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, _____ On: _____ | | | |
| 1.18 Approval by the Governor and Council By: _____ On: _____ | | | |
| 2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services"). | | | |
| 3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6. | | | |
| 4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable. | | | |

CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding.

Attention All Vendors

This RFP can be found online listed under the RFP number on the cover page of this document at:

<http://www.nh.gov/nhdoc/business/rfp.html>.

DO NOT change the integrity of the information provided by the NH DOC on the document. The review committee may consider any alterations of this document as a disqualifying factor.